

## Subscription Request

### Welcome to the Oklahoma Secretary of State on-line Web Site.

This Site is owned by the State of Oklahoma, under the operation of the Oklahoma Secretary of State (SOS). The services available within this Site are subject to the rules set forth in this Terms and Conditions of Use Agreement. Acceptance of the terms and conditions set forth in this agreement is made by clicking the "Do you agree" check box. Non-acceptance of the terms and conditions is made by clicking the "Cancel" button at the bottom of the page, which will return you to the home page. Please review this document carefully. By accepting the terms and conditions of use, you are agreeing to comply with and be bound by the following terms and conditions. This Site is set up as a convenience to customers of the SOS, all information and services provided online are also available in person by visiting the Office of Secretary of State, via U.S. Mail, or by use of the corporate records 1-900 number for record searches. The decision to use the Site is voluntary and made solely by the User.

### Terms of Use Agreement

**1. Fees and Payment Methods.** All fees are provided for in the fee table. As provided in 62 O.S. §41.5(q), the SOS is authorized to charge a convenience fee for any electronic/on-line transaction. A convenience fee of 4% will be charged for all payments by credit card, 18 O.S. §1142(G)(2). The SOS accepts Discover, MasterCard and Visa online.

**2. Hours of Operation.** This Site is normally available 24 hours a day Monday through Saturday. Due to system maintenance requirements, availability of the Site on Sundays will be from 6:00 am to midnight (Central Time).

**3. User Information.** The Web Site's service application uses session and persistent cookies to authenticate and facilitate user logins. The User's name, email, phone, and fax number are stored for a period of 30 days, allowing re-entry to the Site without entering login data. If you do not wish for this information to be stored on your hard drive you may disable the use of cookies from your browser. This feature is usually found in the Security or Preference settings of your browser. It is the obligation of the User to disable this function.

**4. Violation of the Oklahoma Computer Crimes Act (21 O.S. §1951 et. seq.).** Security measures are in place to protect the loss, misuse and alteration of the information/data within this Site. It is a misdemeanor punishable by a fine of not more than Five Thousand Dollars (\$5,000.00), or by imprisonment in the county jail not to exceed thirty (30) days, or by both such fine and imprisonment to willfully and without authorization, gain or attempt to gain access to a computer, computer system, computer network or any other property, or to use or cause to be used computer services. It is a felony punishable by a fine of not less than Five Thousand Dollars (\$5,000) and not more than One Hundred Thousand Dollars (\$100,000.00), or by confinement in the State Penitentiary for a term of not more than ten (10) years, or by both such fine and imprisonment to willfully, and without authorization, gain or attempt to gain access to and damage, modify, alter, delete, destroy, copy, make use of, disclose or take possession of a computer, computer system, computer network or any other property. By accepting the terms of this agreement, the user agrees to indemnify the state for any loss caused by conduct of the User or an employee or agent of the User that amounts to a violation of the

Oklahoma Computer Crimes Act.

**5. Right to Change the Site.** The SOS reserves the right to discontinue, edit, delete, restrict or change any aspect of the Site at the SOS's sole discretion and without prior notice or liability. Such changes may include, but are not limited to: (i) access availability times, (ii) compatibility with certain computer software or hardware, and (iii) amounts of use time permitted.

**6. Entire Agreement.** User agrees that the Terms and Conditions of Use Agreement ("Agreement") constitutes the entire agreement between the user and the SOS with respect to the use of the Site, and supersedes all previous and contemporaneous agreements, representations, warranties and understandings, written or oral, between the user and the SOS with respect to the Site. Any modifications to the provisions contained within this agreement must be in writing and signed by the Secretary of State.

**7. Copyrights and Public Information** The content organization, graphics, design, computer code, compilation and other materials on or related to the Site are protected under applicable copyright, trademark and other proprietary and intellectual property rights of their respective owners. The SOS places no restriction on the data that constitutes information in the public domain, however, certain information and names contained in the data may be owned by third parties and protected under applicable copyright, trademark and other proprietary and intellectual property rights of those third parties. User does not acquire ownership rights to any content, document or other materials viewed through the Site or obtained from the Site. User agrees not to violate any of the applicable intellectual property rights of third parties or to facilitate such infringement by any means.

**8. Limited Right to Use.** Any content, graphic, form or document viewed, printed, downloaded from this Site is for the personal use of the User and is not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, graphic, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for personal use. All copyright and other proprietary notices must be kept intact.

**9. Prohibited Behavior.** User is prohibited from using the Site in any way to:

- i) restrict or inhibit another user from using and enjoying the Site;
- ii) post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- iii) post or transmit comments containing harassing or offensive language, including sexual references, sexual nicknames, racial slurs or rude or deliberately offensive comments or engage in disruptive activities online, including excessive use of scripts, sound waves, scrolling (repeating the same message over and over), or use viruses, robots, worms or trojan horses;
- iv) access another person's or entity's, account information or briefcase files without the permission of that person or entity;
- v) post or transmit any information, software or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right without first obtaining permission from the owner or right holder;
- vi) upload, post or otherwise transmit any information, software or other material that contains a virus, worm, time bomb, trap door, or any other harmful component that is designed to interrupt, destroy, impair or limit the functionality, or interfere in the performance of the products and services of the SOS;

vii) post or transmit content that encourages or provides instructional activities about illegal activities, such as hacking;

viii) post, transmit or in any way exploit any information, software or other material for advertising or commercial purposes;

ix) solicit other users to join, become members of, or contribute money to any online service or other organization, advocate or attempt to get users to join in legal or illegal schemes or plan or participate in scams involving other users;

x) impersonate any person or entity or falsely state or otherwise misrepresent your professional or other affiliation with any person or entity including, but not limited to an SOS official or employee;

xi) decompile, disassemble, modify, translate, adapt, reverse engineer, create derivative works from, or sublicense any proprietary software deployed in connection with SOS products and services;

xii) use the Site to collect personally identifying information about users of the Site in violation of the SOS's Privacy Policy; or xiii) perform any activities that the SOS determines (in its sole discretion) may be harmful to SOS, the Site or other users of the Site.

**10. No Unlawful Purposes.** User agrees that neither the Site nor any information or services related thereto will be used for any unlawful purpose. It is a felony punishable by imprisonment in the State Penitentiary for a term of not more than five (5) years, or by a fine of not more than Five Thousand Dollars (\$5,000.00), or by both to communicate with, store data in, or retrieve data from a computer system or computer network for the purpose of using such access to violate any of the provisions of the Oklahoma Statutes.

**11. False Documents.** It is a felony under 21 O.S. §463 to knowingly offer a false or forged instrument to be filed, registered, or recorded in any public office within the State of Oklahoma.

**12. Monitoring.** User agrees and understands that the SOS has no obligation to monitor the Site. The SOS reserves the right to disclose information as necessary to satisfy any law, regulation or governmental request, to refuse to post or to remove information or materials, in whole or in part, that in the SOS's sole and absolute discretion are objectionable or in violation of this Agreement. User acknowledges that the SOS reserves the right to monitor any and all information transmitted or received through the Site, for operational and other purposes. Use of the Site constitutes consent to such monitoring. Business & Commerce Code, section 36.27, provides that a person commits an offense if the person knowingly or intentionally signs and presents for filing or causes to be presented for filing an assumed name document that: (1) indicates that the person signing the document has the authority to act on behalf of the entity for which the document is presented and the person does not have that authority; (2) contains a material false statement; or (3) is forged. The offense is punishable as if it were an offense under the Oklahoma Penal Code, section 37.10 (tampering with a governmental record).

**13. Indemnification.** User agrees to defend, indemnify and hold harmless the SOS, the State of Oklahoma, their affiliates and their respective, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or related to (a) any material posted or otherwise provided by user that infringes any copyright, trademark, trade secret, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by user in connection with use of the Site; (c) any violation by user of this Agreement; and (d) any claims brought by other persons or entities arising from or related to use of the Site, including information obtained through the Site. It is agreed that the User assumes all risks of whatever

kind or nature for or arising from use of the Site and the SOS, the State of Oklahoma, and their affiliates disclaim any liability whatsoever for use of the Site by the User.

**14. Infringement Policy.** The SOS respects the intellectual property of others, and asks all Users to do the same. The SOS reserves the right to terminate use of the Site if it determines in its sole and absolute discretion that the User is involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the activity is ultimately determined to be infringing.

**15. Miscellaneous.** This Agreement shall be treated as executed and performed in Oklahoma City, Oklahoma County, Oklahoma and shall be governed by and construed in accordance with the laws of the State of Oklahoma (without regard to conflict of law principles). The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with this Agreement shall be brought solely in Oklahoma County, Oklahoma. User expressly submits to the exclusive jurisdiction and venue of said courts and consents to extra-territorial service of process. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed as consistent with the applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. The SOS's delay or failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.